

Equal Opportunity Compliance

Company Details

Bid Number: I0800138 CISCO NETWORK EQUIPMENT REFRESH & ENHANCEMENTS

Company Name: AT&T, INC.

CID: 26239

Other name (DBA):

Vendor Number:

Owner Code: O

Company Type:
Vendor

Commodity: TELECOMMUNICATIONS

Firm Type: Subsidiary

Certified: National Standards

County: National, SM: 27.20%

Phone:

Fax:

EMail:

KnowAs: AT&T GLOBAL SERVICES

EnteredBy: Enter

Additional Notes:

DateEntered: 4/26/2004

EditBy: Enter

DateEdit: 4/26/2004

Compliance History

Compliance Date 07/02/2007

☐ Compliance

Compliance Code A

☐ Certificate

EOC Number: EOC-V-0708-11549

Number:

Last Edited By: doris.vester

Percent:

Date Last Edited: 7/2/2007

Expires: 7/31/2008

Current

Status:

Survey Number: 0

Compliance Date 06/06/2006

☐ Compliance

Compliance Code A

☐ Certificate

EOC Number: EOC-V-0607-10081

Number:

Last Edited By: doris.vestermickens

Percent:

Date Last Edited: 6/6/2006

Expires: 6/30/2007

Expired

Status:

Survey Number: 0

Compliance Date 05/20/2005

☐ Compliance

Compliance Code C

☐ Certificate

EOC Number: EOC-V-0506-09004

Number:

Last Edited By: dmickens

Percent:

Date Last Edited: 5/20/2005

Expires: 5/31/2006

Expired

Status:

Survey Number: 0

Equal Opportunity Compliance

Company Details

Bid Number: I0800138 CISCO NETWORK EQUIPMENT REFRESH & ENHANCEMENTS

Company Name: AT&T, INC.

CID: 26239

Compliance Date 04/26/2004

☐ Compliance

Compliance Code B

☐ Certificate

EOC Number: EOC-V-0405-07801

Number:

Last Edited By: dmickens

Percent:

Date Last Edited: 4/26/2004

Expires: 4/30/2005

Expired

Status:

Survey Number: 0

Contacts:

Contact First Name:

Active Contact

Contact Last Name:

Entered By:

Contact Title: LILLIAN COONEY, AFFIR. ACTION SPEC.

Date Entered:

Contact Phone: 3142357167

Last Edited By:

Contact Date: 04/26/2004

Edit Date:

Contact Notes:

Contact First Name:

Inactive Contact

Contact Last Name:

Entered By:

Contact Title:

Date Entered:

Contact Phone:

Last Edited By:

Contact Date: 06/05/2006

Edit Date:

Contact Notes: PARENT CO.: AT&T CORP. 175 E. HOUSTON
SAN ANTONIO, TX 78205 BEXAR COUNTY
(314)235-7167

Contact First Name:

Inactive Contact

Contact Last Name:

Entered By:

Contact Title:

Date Entered:

Contact Phone:

Last Edited By:

Contact Date: 06/05/2006

Edit Date:

Contact Notes: *OTHER NAME: SBC DATACOMM, INC. & SBC GLOBAL
SERVICES

Mailing Addresses:

Address: 1010 PINE STREET, 16-W-54

MailCity: ST. LOUIS

ST: MO Zip: 63101

County:

Active Mailing Address

Entered By:

Last Edited By:

Date Entered:

Edit Date:

Equal Opportunity Compliance

Company Details

Bid Number: I0800138

CISCO NETWORK EQUIPMENT REFRESH & ENHANCEMENTS

Company Name: AT&T, INC.

CID: 26239

Mailing Addresses:

Address: 4500 QUALITY DRIVE

MailCity: MEMPHIS

ST: TN Zip: 38118

County:

Inactive Mailing Address

Entered By:

Last Edited By:

Date Entered:

Edit Date:

Equal Opportunity Compliance

Company Details

Bid Number: I0800138 CISCO NETWORK EQUIPMENT REFRESH & ENHANCEMENTS

Company Name: AT&T, INC.

CID: 26239

Survey	Job Description	Sex	African American	Indian/ Alaskan	Asian	Hispanic	White
11217	Craftworkers (Skilled)	Male	3,857	268	1,392	5,122	22,653
11217	Craftworkers (Skilled)	Female	980	29	207	525	2,683
11217	Laborers (Unskilled)	Male	0	0	0	0	1
11217	Laborers (Unskilled)	Female	0	0	0	1	0
11217	Office And Clerical	Male	2,374	64	729	2,337	6,992
11217	Office And Clerical	Female	12,588	255	1,437	6,295	17,893
11217	Officials And Managers	Male	1,602	100	1,115	1,371	15,090
11217	Officials And Managers	Female	2,847	80	807	1,346	11,421
11217	Operatives (Semi-Skilled)	Male	25	0	1	8	103
11217	Operatives (Semi-Skilled)	Female	93	3	26	12	90
11217	Professionals	Male	671	45	1,747	473	7,574
11217	Professionals	Female	878	36	1,031	379	3,936
11217	Sales Workers	Male	648	34	251	549	4,907
11217	Sales Workers	Female	1,188	28	135	620	3,547
11217	Service Workers	Male	12	2	9	25	84
11217	Service Workers	Female	2	0	0	1	6
11217	Technicians	Male	1,640	68	430	611	9,297
11217	Technicians	Female	1,316	14	183	427	2,666

Equal Opportunity Compliance

Company Details

Bid Number: I0800138 **CISCO NETWORK EQUIPMENT REFRESH & ENHANCEMENTS**

Company Name: COLEMAN TECHNOLOGIES, INC. (MPHS. DIV.)

CID: 27099

Other name (DBA):

Vendor Number:

Owner Code:

WM

Company Type:

Vendor

Service

Commodity: NETWORK DESIGN & ENGINEERING

Firm Type: Division

Certified:

County: MEMPHIS-TN-AR-MS, TN: 42.90%

Phone:

Fax:

EMail:

KnowAs:

EnteredBy: Enter

Additional Notes:

DateEntered: 3/30/2007

EditBy: Doris

DateEdit: 3/30/2007

Compliance History

Compliance Date 04/02/2007

☐ Compliance

Compliance Code D

☐ Certificate

EOC Number: EOC-VS-0408-11002

Number:

Last Edited By: doris.vestermickens

Percent:

Date Last Edited: 4/2/2007

Expires: 4/30/2008

Current

Status:

Survey Number: 0

Contacts:

Contact First Name:

Active Contact

Contact Last Name:

Entered By:

Contact Title: SUSAN STEWART, ACCT. MGR.

Date Entered:

Contact Phone: 9012754425

Last Edited By:

Contact Date: 03/30/2007

Edit Date:

Contact Notes:

Contact First Name:

Inactive Contact

Contact Last Name:

Entered By:

Contact Title:

Date Entered:

Contact Phone:

Last Edited By:

Contact Date: 03/30/2007

Edit Date:

Contact Notes: * OTHER OFFICES USING THIS #: MEMPHIS DIVISION ONLY

Equal Opportunity Compliance

Company Details

Bid Number: I0800138 **CISCO NETWORK EQUIPMENT REFRESH & ENHANCEMENTS**

Company Name: COLEMAN TECHNOLOGIES, INC. (MPHS. DIV.)

CID: 27099

Contact First Name:

Inactive Contact

Contact Last Name:

Entered By:

Contact Title:

Date Entered:

Contact Phone:

Last Edited By:

Contact Date: 03/30/2007

Edit Date:

Contact Notes: *PARENT CO.:
COLEMAN TECHNOLOGIES, INC.
20 N. ORANGE AVE., SUITE 300
ORLANDO, FL 32801
ORANGE COUNTY

Mailing Addresses:

Address: 60 GERMANTOWN COURT, SUITE 112

MailCity: MEMPHIS

ST: TN Zip: 38018

County:

Active Mailing Address

Entered By:

Last Edited By:

Date Entered:

Edit Date:

Equal Opportunity Compliance

Company Details

Bid Number: I0800138 **CISCO NETWORK EQUIPMENT REFRESH & ENHANCEMENTS**

Company Name: COLEMAN TECHNOLOGIES, INC. (MPHS. DIV.)

CID: 27099

Survey	Job Description	Sex	African American	Indian/ Alaskan	Asian	Hispanic	White
10557	Sales Workers	Female	0	0	0	1	1
10557	Technicians	Male	0	0	0	0	5

Equal Opportunity Compliance

Company Details

Bid Number: I0800138 **CISCO NETWORK EQUIPMENT REFRESH & ENHANCEMENTS**

Company Name: CONSULTING CONCEPTS AND MANAGEMENT

CID: 27914

Other name (DBA):

Vendor Number:

Owner Code:

WF

Company Type:

Vendor

Service

Commodity:

INFO TECH SERVICES PROVIDER

Firm Type:

Independent

Certified:

County:

MEMPHIS-TN-AR-MS, TN: 42.90%

Phone:

Fax:

Email:

KnowAs:

CCM

EnteredBy: Enter

Additional Notes:

DateEntered: 2/25/2008

EditBy: Doris

DateEdit: 2/25/2008

Compliance History

Compliance Date 03/12/2008

☐ Compliance

Compliance Code B

☐ Certificate

EOC Number: EOC-VS-0309-12519

Number:

Last Edited By: doris.vester

Percent:

Date Last Edited: 3/12/2008

Expires: 3/31/2009

Current

Status:

Survey Number: 0

Contacts:

Contact First Name:

Active Contact

Contact Last Name:

Entered By:

Contact Title: LAURA KEON, CEO

Date Entered:

Contact Phone: 9013229680

Last Edited By:

Contact Date: 02/25/2008

Edit Date:

Contact Notes:

Contact First Name:

Inactive Contact

Contact Last Name:

Entered By:

Contact Title:

Date Entered:

Contact Phone:

Last Edited By:

Contact Date: 02/25/2008

Edit Date:

Contact Notes: *PARENT CO.: SAME AS ABOVE

Mailing Addresses:

Equal Opportunity Compliance

Company Details

Bid Number: I0800138 CISCO NETWORK EQUIPMENT REFRESH & ENHANCEMENTS

Company Name: CONSULTING CONCEPTS AND MANAGEMENT

CID: 27914

Mailing Addresses:

Address: 2565 HORIZON LAKE DR., SUITE 114

MailCity: MEMPHIS

ST: TN Zip: 38133

County:

Active Mailing Address

Entered By:

Last Edited By:

Date Entered:

Edit Date:

Equal Opportunity Compliance

Company Details

Bid Number: I0800138 CISCO NETWORK EQUIPMENT REFRESH & ENHANCEMENTS

Company Name: CONSULTING CONCEPTS AND MANAGEMENT

CID: 27914

Survey	Job Description	Sex	African American	Indian/ Alaskan	Asian	Hispanic	White
12210	Office And Clerical	Male	0	0	0	0	2
12210	Office And Clerical	Female	0	0	0	0	1
12210	Officials And Managers	Male	1	0	0	0	2
12210	Officials And Managers	Female	1	0	0	0	1
12210	Professionals	Male	0	0	0	0	3
12210	Sales Workers	Male	1	0	0	0	2
12210	Technicians	Male	5	0	2	0	11
12210	Technicians	Female	2	0	0	1	2

CONTRACT

This contract (the "Contract") entered into this _____ day of _____, by and between SHELBY COUNTY GOVERNMENT, hereinafter referred to as "COUNTY" and COLEMAN TECHNOLOGIES, INC., hereinafter referred to as "CONTRACTOR".

WITNESSETH

WHEREAS, The Information Technology Department has a need to upgrade existing enterprise network infrastructure and add enhancements for the purpose of providing increased performance and access capabilities, including professional services to assist in performing the upgrades and implementing new technology; and

WHEREAS, A Request for Proposals (RFP #08-001-38) for the purchase of network infrastructure upgrades, enhancements and professional services was issued, and the lowest and best bid was submitted by the CONTRACTOR on 14 March, 2008, hereinafter incorporated as if stated verbatim and referred to collectively as Exhibit "A"; and

WHEREAS, The proposed network refresh and enhancement solution will be purchased in two (2) phases, Phase 1 from the FY2007-2008 CIP Project 909-101714-7024, Computer Equipment; and Phase 2 will be addressed in FY 2008-2009.

WHEREAS, the CONTRACTOR has the knowledge and expertise to provide such services; and

WHEREAS, the parties are desirous of entering into a contract setting forth the terms and conditions under which the CONTRACTOR will provide said services.

NOW THEREFORE, for and in consideration of mutual promises and covenants herein contained, the parties hereto agree as follows:

I. SCOPE OF WORK

SS 5/21/08
Susan Stewart
for
Kirk Sawyer
mcb 5/22/08

1. The CONTRACTOR shall provide the equipment and services as outlined within the Price Quotation which is attached hereto as Exhibit "B" and incorporated herein by reference as if stated verbatim the ("Price Quotation").

II. TERM AND COMPENSATION

1. The initial Contract period is effective from the full execution of the contract and will continue through June 30, 2008. The Contract may be renewed for two (2) additional one (1) year periods, beginning July 1, 2008, unless earlier terminated by either party in accordance with the terms of this Contract.

The COUNTY agrees to compensate the CONTRACTOR for the specified equipment and services the sum total not to exceed THREE HUNDRED AND TEN THOUSAND NINE HUNDRED AND FOURTEEN 00/100 (\$310,914.00) Dollars (the "Fee") for the term of the Contract

2. The COUNTY is not obligated to expend any fixed dollar amount under this Contract, and the CONTRACTOR hereby agrees that equipment and services defined in Exhibit B may be purchased on an as needed basis. The purchase of any items defined in the Scope of Services under this Contract must be authorized by purchase order issued by the County's Purchasing Department.
3. The COUNTY shall pay for the equipment and services in Exhibit B as needed.
4. All prices set forth in the Price List shall be firm from contract execution date and will continue through June 30, 2008. If the COUNTY elects its option to renew the Contract for future County fiscal periods, the CONTRACTOR and the COUNTY may mutually negotiate new prices based upon the same pricing format of the Price List prior to Contract renewal.
5. The CONTRACTOR shall submit invoices to the COUNTY upon completion of each request for services. Invoices shall be submitted in duplicate to the address set forth in Paragraph 32 of this Contract. COUNTY shall pay such invoices within Thirty (30) days of its receipt and approval of said invoices. The COUNTY is not obligated to pay, and will withhold from payment, any amounts the COUNTY has in dispute with the CONTRACTOR based on CONTRACTOR'S non-performance or negligent performance of any of the Services under this Contract.

SS 5/21/08
Susan Stewart
for
Kirk Sawye
mlt 5/21

III. GENERAL CONDITIONS

The parties further agree as follows:

1. CONTROL

All Services by the CONTRACTOR will be performed in a manner satisfactory to the COUNTY, and in accordance with the generally accepted business practices and procedures of the COUNTY.

2. CONTRACTOR'S PERSONNEL

The CONTRACTOR certifies that it presently has adequate qualified personnel to perform all Services required under this Contract. All work performed during the Term of this Contract will be supervised by the CONTRACTOR. The CONTRACTOR further certifies that all of its employees assigned to serve the COUNTY have such knowledge and experience as required to perform the duties assigned to them. Any employee of the CONTRACTOR who, in the opinion of the COUNTY, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the Services under this Contract.

3. INDEPENDENT STATUS

- a. Nothing in this Contract shall be deemed to represent that the CONTRACTOR, or any of the Contractor's employees or agents, are the agents, representatives, or employees of the COUNTY. The CONTRACTOR will be an independent CONTRACTOR over the details and means for performing the Services under this Contract. Anything in this Contract which may appear to give the COUNTY the right to direct the CONTRACTOR as to the details of the performance of the Services under this Contract or to exercise a measure of control over the CONTRACTOR is solely for purposes of compliance with local, state and federal regulations and means that the CONTRACTOR will follow the desires of the COUNTY only as to the intended results of the scope of this Contract.
- b. It is further expressly agreed and understood by CONTRACTOR that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the COUNTY; that CONTRACTOR has been retained by the COUNTY to perform the Services specified herein (not hired) and that the remuneration specified herein is considered fees for the Services performed (not

wages) and that invoices submitted to the COUNTY by CONTRACTOR for the Services performed shall be on the Contractor's letterhead.

4. REPORTS

CONTRACTOR shall prepare and submit quarterly reports of its activities, funded under this Contract, to the originating department and the Contract Administration Department of the COUNTY. The reports shall include an itemization of the use of COUNTY's funds, pertinent information pursuant to the applicable Living Wage Ordinance, and shall be inclusive of specific Services delivered. Any such reports provided to the COUNTY shall be prepared with the understanding that the COUNTY may make such reports available to the public. The quarterly reports and all books of account and financial records that are specific to the work performed in accordance with this Contract may be subject to audit by the Director of the Division of Administration and Finance of the COUNTY. The COUNTY shall have the right to withhold future disbursement of funds under this Contract and any future Contracts until this provision has been met.

5. TERMINATION OR ABANDONMENT

- a. It shall be cause for the immediate termination of this Contract if, after its execution, the COUNTY determines that:
 - i) Either the CONTRACTOR or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pled nolo contendere, or has pled or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or
 - ii) CONTRACTOR has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Contract without the COUNTY's consent or approval; or
 - iii) CONTRACTOR has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of CONTRACTOR assets.

- b. The COUNTY may terminate the Contract upon five (5) days written notice by the COUNTY or its authorized agent to the CONTRACTOR for Contractor's failure to provide the Services specified under this Contract.
- c. This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination (the "Termination Date"). In the event of such termination, the CONTRACTOR shall be paid for all Services rendered prior to the Termination Date, provided the CONTRACTOR shall have delivered to COUNTY such statements, accounts, reports and other materials as required under this Contract; however, CONTRACTOR shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All Services completed by CONTRACTOR prior to the Termination Date shall be documented and tangible work documents shall be transferred to and become the sole property of the COUNTY prior to payment for the Services rendered.
- d. Notwithstanding the above or any section herein to the contrary, CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by CONTRACTOR and the COUNTY may withhold any payments to CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due the COUNTY from CONTRACTOR is determined.

6. COMPENSATION FOR CORRECTIONS

No compensation shall be due or payable to CONTRACTOR pursuant to this Contract for any Contractor's Services performed by the CONTRACTOR in connection with effecting of corrections to the design of the Services, when such corrections are required as a direct result of negligence by the CONTRACTOR to properly fulfill any of his obligations as set forth in this Contract.

7. SUBCONTRACTING, ASSIGNMENT OR TRANSFER

- a. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the CONTRACTOR from performance of the Services under this Contract. The COUNTY shall not be responsible for the fulfillment of the Contractor's obligations to its transferors or subcontractors.